

SCREENSAFE – TERMS AND CONDITIONS OF SALE

You can find everything you need to know about us, Screen-Safe, and our products on our website at www.screen-safe.co.uk before you order. We also confirm the key information to you in writing after you order, by email.

When you buy from us you are agreeing that:

- We contact you to confirm we've received your order and to accept that order, at which point a contract is created between us. Sometimes we reject orders, for example, because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.
- We charge you when you order the product you want.
- However, for some products we take payment at regular intervals, as explained to you during the order process.

Late payments

If we're unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We may not make our products available to you until we've received your payment in full, cleared funds.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the contract and receive a refund for any products you have paid for in advance, but not received (less reasonable costs we have already incurred).

When you buy online you have a legal right to change your mind before accessing or downloading your product.

You have 14 days after the date we confirm your order to change your mind about a purchase, but you lose this right when you start to download or stream your product. If you change your mind, please contact us or send us a notice on the form set out in the attached link **HERE** We refund you within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

As part of our order process, we require you to confirm that our products can be made available to you for download before the end of the 14-day cancellation period, so that you can access and download the product straightaway after payment if you wish to do that.

You can end an on-going contract

We tell you when and how you can end an on-going contract with us (for example, for a subscription to digital content) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact us.

You have rights if there is something wrong with your product

If you think there is something wrong with your product, you must contact us. For detailed information about your legal rights, please visit the Citizens Advice website www.citizensadvice.org.uk.

We can change products and these terms

We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;
- to implement minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product; and
- to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product.

We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than [2 weeks] we adjust the price, so you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply, for more than [2 weeks] you can contact us to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can withdraw products

We can stop providing a product, such as a subscription for digital content. We let you know in advance, and we refund any sums you've paid in advance for products which won't be provided.

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- We suspect (acting reasonably) that you are using our products for any commercial purpose, or you are infringing any of our rights (including without limitation our intellectual property rights);
- You fail to comply with any of your other obligations in these terms and you still don't comply within 14 days of our notice to you telling you that you are not complying.

We don't compensate you for all losses caused by us or our products

We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.**
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having any minimum system requirements advised by us on our website.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

The limit of our liability to you

The risks to you arising from our products are extremely limited. As such, our total liability to you, whether in contract or otherwise (including in negligence) shall be limited to either:

- (i) 200% of the value of the subscription (or other) fees you have paid us in the 12 months immediately preceding the liability arising (or, if you have been paying for our products for less than 12 months, 200% of the value of the subscription (or other) fees you have paid us in the period between (and including) your first payment to us and the date of the liability arising), or
- (ii) If your loss is damage to the computer equipment to which you downloaded our products, the retail value of any computer equipment owned by you that has been damaged by our product.

Nothing in these terms shall exclude our liability for any losses for which liability cannot be excluded by law.

We do not guarantee results

Unfortunately, the results you achieve following our products, courses and programmes is dependent on many factors. As such, we do not guarantee any particular results from using or following our products,

courses or programmes. Please also note that we do not provide medical or diagnostic services of any kind. Any physical or mental health concerns should be addressed to a registered medical practitioner.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: View Privacy Policy [Here](#)

Resolving disputes with us

Contact us. If you have a problem with our products, please contact us in the first instance. We will do our best to resolve any problems you have with us or our products.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in, or in England.

Other important terms apply to our contract:

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.